

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, by and between _____ of _____ County, Montana, acting through its duly authorized Board of Trustees (hereinafter referred to as “prime agency”), and _____ COUNTY, Montana, acting through its duly authorized Board of County Commissioners (hereinafter referred to as “co-operating agency”);

W I T N E S S E T H:

For and in consideration of the mutual covenants and agreements hereinafter set forth, and the performance of the same:

IT IS MUTUALLY AGREED by and between the parties hereto that the purpose of this agreement shall be to provide cooperation between the parties in securing funds from the Land & Water Conservation Fund, a federal grants program assisting in the development and acquisition of outdoor recreation facilities, and administered by Montana State Parks, a division of Montana Fish, Wildlife & Parks. The project proposal for which the prime agency is seeking funding is being submitted during the 2006 calendar year. The project site is located upon real estate owned by the prime agency and will be for the use and benefit of persons living in and traveling to and through the town of, _____ Montana.

IT IS FURTHER AGREED by and between the parties hereto that no separate entity need be created by virtue of this agreement, there being sufficient administrative ability within existing agencies to ensure proper supervision of the activities and financial matters to be undertaken and sufficient organization to follow that administration.

IT IS FURTHER AGREED by and between the parties hereto that the Board of Trustees of the prime agency shall be hereby vested with all of the rights, power, duties and obligations necessary to effectually implement the purpose and policies contained within this agreement.

IT IS FURTHER AGREED by and between the parties hereto that record title to real estate involved in this agreement shall remain vested in the prime agency and that said real estate shall remain so vested in the prime agency or its successor as a school district in _____ County, Montana.

IT IS FURTHER AGREED by and between the parties hereto that they do not contemplate the purchase under this agreement of any personal property, so that no provision need be made for the distribution of same.

IT IS FURTHER AGREED by and between the parties hereto that the financing of projects undertaken by virtue of this agreement shall be by the use of funds made available by the prime agency through lawful tax levies by the prime agency upon the land situated within the prime agency's jurisdictional boundaries and by the use of funds from state and/or federal grants that may, from time to time, become available for use in furtherance of the purposes of this agreement.

IT IS FURTHER AGREED by and between the parties hereto that the prime agency shall be responsible for the financial administration of this agreement and shall be governed by the applicable laws of the State of Montana including, but not limited to, the applicable provisions of §§ 20-3-106, MCA, 20-3-324, 20-9-201, and 20-9-511, MCA, and Title 7, Chapter 11, Part 1, MCA.

IT IS FURTHER AGREED by and between the parties hereto that they will strictly adhere to the rules and regulations of the National Park Service, Department of the Interior of the United States, applicable to conduct of a project under the "Land & Water Conservation Fund Act of 1965," cited by the Project Agreement between the United States Department of the Interior and the State of Montana, together with the current version of the Land & Water Conservation Fund Grants-In-Aid Manual.

IT IS FURTHER AGREED by and between the parties hereto that if the prime agency ever ceases to exist for any reason, that the co-operating agency shall assume all responsibilities

under the Land & Water Conservation Fund Act of 1965, which shall be described in the project agreement between the State of Montana and the prime agency, which said agreement is incorporated herein and by this reference is made a part hereof.

IN WITNESS WHEREOF, the respective parties have, on the day and year first above written, executed this Agreement.

BOARD OF TRUSTEES OF _____ SCHOOL
DISTRICT NO. ____ OF _____ COUNTY,
MONTANA

(SEAL)

By: _____
Chairman

ATTEST:

School District Clerk

BOARD OF COUNTY COMMISSIONERS OF
_____ COUNTY, MONTANA

By: _____
Chairman

(SEAL)

ATTEST:

County Clerk and Recorder